



CITY COUNCIL

CITY AND COUNTY OF HONOLULU
HONOLULU, HAWAII

No. 04-20

RESOLUTION

AUTHORIZING THE CHIEF OF POLICE OF THE CITY AND COUNTY OF HONOLULU TO ENTER INTO A MEMORANDUM OF AGREEMENT BETWEEN THE MARINE CORPS BASE HAWAII AND THE HONOLULU POLICE DEPARTMENT REGARDING THE USE OF EACH OTHER'S FACILITIES AND TRAINING

WHEREAS, Chapter 1, Article 8, Revised Ordinances of Honolulu 1990, requires that when carrying out the provisions of any intergovernmental agreement, all applications and/or amendments thereof, statistical data programs, reports or other official communications which support the application and which are required to be provided by the City and County of Honolulu or its component departments to any other governmental or quasi-governmental agency shall first be presented to the City Council for its review and approval prior to their transmittal; and

WHEREAS, the Honolulu Police Department and the Marine Corps Base Hawaii have cooperated in the past toward the common goal of law enforcement throughout the State of Hawaii; and

WHEREAS, full cooperation by the Honolulu Police Department has not always been possible because of limited resources and increasing demands upon the Honolulu Police Department as a law enforcement agency; and

WHEREAS, the Honolulu Police Department and the Marine Corps Base Hawaii are prepared to make available to the each other the training, live fire ranges, training areas, and facilities to conduct sustainment training; and

WHEREAS, the Honolulu Police Department and the Marine Corps Base Hawaii wish to enter into a memorandum of agreement to enable their agencies to accomplish the aforesaid goals; and

WHEREAS, a copy of the Memorandum of Agreement is attached hereto as Exhibit A and by reference made a part of this resolution; now, therefore,

BE IT RESOLVED by the Council of the City and County of Honolulu, State of Hawaii, that the Chief of Police or duly authorized representative is hereby authorized to enter into this agreement whereby the Honolulu Police Department will participate with the Marine Corps Base Hawaii in law enforcement on Oahu; and

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BE IT FINALLY RESOLVED that the Clerk be, and she is hereby directed to forward copies of the resolution to the Chief of Police, the Specialized Services Division, and the Legislative Liaison Office, Honolulu Police Department, 801 South Beretania Street, Honolulu, Hawaii 96813, and Colonel R. C. Roten, USMC, Deputy Commander, United States Marine Corps, Kaneohe Bay, Hawaii 96863-3002.

INTRODUCED BY:

[Handwritten signature]

COUNCILMEMBERS

DATE OF INTRODUCTION:

JAN 22 2004
Honolulu, Hawaii

**MEMORANDUM OF AGREEMENT
BETWEEN
COMMANDING GENERAL, MARINE CORPS BASE HAWAII (MCBH)
AND
CHIEF OF POLICE, HONOLULU POLICE DEPARTMENT (HPD)**

SUBJECT: HPD AND MCBH TO USE EACH OTHER'S FACILITIES AND TRAINING

REFERENCES: (a) DoD Directive 5525.5, DoD Cooperation with Civilian Law Enforcement Officials

(b) Secretary of the Navy Instruction 5820.7B, Cooperation with Civilian Law Enforcement Officials

1. Purpose. To establish the responsibilities and relationships between the Commanding General, MCBH, and the Chief of Police, the HPD, regarding use of each other's facilities and training at MCBH and the HPD (including the City and County of Honolulu).

2. Background. MCBH and the HPD may use each other's training, live fire ranges, training areas, and facilities to conduct sustainment training. In some cases, the HPD may use some of MCBH's facilities that are scheduled for demolition.

3. Relationships and Liabilities.

a. Personnel attending such training sessions shall be deemed to have assumed the risk normally inherent in such training. It is further agreed that the parties to this agreement will hold the United States, the City and County of Honolulu, each other, their agents, and their employees harmless from any and all claims, demands, suits, liabilities, and causes of action of whatever kind and designation, resulting out of the conduct of any such training sessions.

b. Employees of the City and County of Honolulu and the HPD shall at no time be considered employees of the U. S. Government or the military for any purpose, nor will the employees of the U. S. Government or the military be considered employees of the City and County of Honolulu or the HPD for any purpose. This agreement shall not establish an agency relationship between the City and County of Honolulu or the HPD and the U. S. Government or the military.

c. The parties to this agreement covenant and agree to hold the United States, the City and County of Honolulu, their agents, and their employees harmless from any and all claims, demands, suits, liabilities, causes of action of whatever kind and designation, including costs incurred and/or compensation for any losses, damages, personal injury, or death, resulting as a consequence of the performance of this agreement.

4. Marine Corps Base Hawaii will (within capabilities and on a non-reimbursable basis):

- a. Permit the HPD's Specialized Services Division (SSD) and other HPD personnel to conduct training sessions at the MCBH facilities on a space-available basis.
- b. Provide facilities such as vacant buildings and houses for the HPD urban training when deemed available by MCBH.
- c. Provide directions to the HPD personnel on what they are and are not allowed to do while training on MCBH.
- d. Provide the HPD with MCBH facilities availability.
- e. Provide scheduling by the MCBH G-3 Range Scheduler at 257-8816/8817. G-3 training/scheduling is located in building 216, room 35.
- f. Conduct a walk-through of the facilities to be used, with at least one HPD representative for specific coordination and instructions prior to each training event.
- g. Through the G-3, notify applicable MCBH staff and departments such as: Provost Marshal, Public Affairs Office, Safety, Base Housing, and Base Facilities when the HPD training is scheduled at MCBH.
- h. Request the HPD facilities and training (per paragraph 5a). Comply with all the HPD and applicable directives.

5. The HPD will (within capabilities and on a non-reimbursable basis):

- a. Permit MCBH personnel to attend the HPD training sessions and/or use the HPD training facilities on a space-available basis.
- b. Ensure that all equipment used by the HPD in carrying out this agreement, whenever practicable, be owned by the HPD and all the HPD employees acting under this agreement shall be employees of the City and County of Honolulu. Provide equipment and other items necessary to complete their training; such as a safety vehicle, medical equipment, and associated communications equipment. Remove equipment from operation immediately as directed by the MCBH Commanding General if the equipment is determined to interfere with any other operation. (An example is if the HPD radios interfere with MCBH communications.)
- c. Request use of facilities at MCBH through the MCBH Range Scheduler (above).
- d. Participate in a walk-through of the facilities and grounds to be used for specific coordination and instructions prior to each training event.
- e. Comply with all applicable regulations and directives of the Department of Defense, United States Marine Corps, MCBH, and the HPD.

f. Upon conclusion of training, conduct a thorough cleanup of the area. All trash and debris will be removed or placed in dumpsters.

g. Comply with all applicable safety procedures such as utilizing hearing and eye protection. Maintain the proper number of the HPD certified safety personnel and instructors at the training site. Have the proper number (at least one) of Emergency Medical Technicians (EMTs) with proper equipment.

h. Remove all equipment, and supplies from MCBH at the end of each training period or day, whichever comes first.

6. Effective Dates and Termination.

a. This MOA is effective pursuant to signature of both parties. It will remain in effect until superseded or terminated per paragraph b below.

b. This agreement may be reviewed or updated at any time a major policy change occurs. It may be terminated upon mutual agreement of both parties or 30 days following the receipt of written notice of termination by either party.

c. In case of mobilization or other emergency, this agreement will remain in force, subject to the normal termination provisions noted above, and may be suspended, modified, or changed to conform to conditions existing at the time.

LEE D. DONOHUE
Chief of Police
Honolulu Police Department

R. C. ROTEN	Date
Colonel, USMC	
Deputy Commander, MCBH	

CITY COUNCIL
CITY AND COUNTY OF HONOLULU
HONOLULU, HAWAII
CERTIFICATE

RESOLUTION 04-20

Introduced: 1/22/04 By: Chair Donovan M. Dela Cruz/BR

Committee: PS

Title: RESOLUTION AUTHORIZING THE CHIEF OF POLICE OF THE CITY AND COUNTY OF HONOLULU TO ENTER INTO A MEMORANDUM OF AGREEMENT BETWEEN THE MARINE CORPS BASE HAWAII AND THE HONOLULU POLICE DEPARTMENT REGARDING THE USE OF EACH OTHER'S FACILITIES AND TRAINING

Links: [04-20](#)

[Related Communications](#)

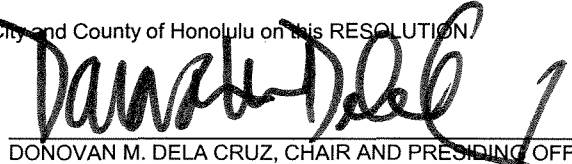
PS	2/4/04	CR-49 (2004) - Reported out of committee for adoption.
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Council	2/18/04	CR 49 (2004) & Resolution adopted.
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Cachola	Y	Dela Cruz	Y	Djou.....	Y	Gabbard.....	Y	Garcia	Y
Kobayashi....	Y	Marshall.....	Y	Okino.....	Y	Tam.....	Y		

I hereby certify that the above is a true record of action by the Council of the City and County of Honolulu on this RESOLUTION.


DENISE C. DE COSTA, CITY CLERK


DONOVAN M. DELA CRUZ, CHAIR AND PRESIDING OFFICER